

10/02/08 1:44:03  
BK 2,952 PG 513  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

10/02/08 1:44:03  
BK 2,952 PG 513  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

Prepared by:  
EMC Mortgage Corporation  
800 State Highway  
121 Bypass  
Lewisville, TX 75067-4180

Musi Lee  
Ph# 214-626-4812

**COVER SHEET**

De Soto County,  
Mississippi

DATE: September 18<sup>th</sup> 2008

**LOAN MODIFICATION AGREEMENT**

FROM: EMC Mortgage Corporation  
TO: Terry Pierce and Cheri Pierce

**Property Address:** 4866 Henry Dr. Southaven MS 38672

**Legal Description:**

Lot 165, Section H, PINEHURST SUBDIVISION, located in Section 10, Township 2 South, Range 7 West, as shown by plat of record in Plat Book 58, Pages 9-10, Chancery Clerk's Office for DeSoto County, Mississippi, to which plat reference is hereby made for a more complete legal description.

Tax ID No. 2-07-2-10-08-0-00165-00

Prepared by:  
EMC MORTGAGE CORPORATION  
800 STATE HIGHWAY  
121 BYPASS  
LEWISVILLE, TX 75067-4180  
MUST LEE  
Ph # 214-626-4812

BK 2,952 PG 514

Loan No. 0008309783

MIN:100265600024069127  
MERS Phone: 1-888-679-6377

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is entered into **September 18, 2008** between **TERRY PIERCE and CHERI PIERCE** ("Borrower", whether one or more), and **EMC Mortgage Corporation** ("EMC"), as servicer for **LaSalle Bank National Association**, as Trustee for certificateholders of **Bear Stearns Asset Backed Securities I LLC Asset Backed Certificates, Series 2004-HE9**, ("Lender") and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee"), as nominee for Lender, current holder of the Note and Mortgage/Deed of Trust/Security Instrument or Retail Installment Contract (collectively referred to as the "Loan Agreement") dated **June 25, 2004**, in the amount of **\$19,190.00**, covering property located at: **4866 HENRY DR SOUTHHAVEN MS 38672** ("Property"), more particularly described as: \*dated **06/25/2004**, recorded **07/02/2004**, Bk **2021**, Pg **522**.

See Exhibit "A" attached hereto and made a part hereof

In consideration of the mutual promises and agreements exchanged, Borrower and Lender agree to amend and supplement the Loan Agreement as follows:

1. **UNPAID PRINCIPAL BALANCE.** As of **September 12, 2008** the unpaid principal balance under the Loan Agreement is **\$18,678.07**. Borrower agrees that additional amounts are owed for interest and expenses such as taxes, insurance premiums and other fees and costs totaling **\$267.96**. Lender will receive **\$5,329.90 from First Guaranty** and Lender will be subordinating this Modification and Loan Agreement to First Guaranty's new loan being given to Borrower. The new unpaid principal balance is **\$13,616.13** ("New Unpaid Principal Balance").

2. **PROMISE TO PAY.** Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Borrower shall send the monthly payments described herein to **EMC Mortgage Corporation**, Post Office Box **293150**, **Lewisville, TX 75029-3150**, or at such other place as Lender or EMC may designate in writing.

3. **TERM.** The Note maturity date is adjusted to **July 1, 2034** ("Maturity Date"). If the Maturity Date is extended or reduced the Loan Agreement is likewise extended or reduced. If on **July 1, 2034**, Borrower still owes amounts under the Loan Agreement or this Modification, Borrower will pay these amounts in full on the Maturity Date.

4. **INTEREST AND PAYMENT AMOUNT.** Interest will be charged on the New Unpaid Principal Balance at the annual rate of **7.00%** from **September 23, 2008**. Borrower promises to pay monthly payments of principal and interest in the amount of **\$95.10** beginning **October 1, 2008**, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Loan Agreement and this Modification are paid in full.

All terms and provisions of the Loan Agreement (if any) providing for or relating to any change or adjustment in the payment amount, payment option or interest rate are canceled.

5. **ESCROW, TAXES, AND INSURANCE.** Borrower will comply with all other covenants, agreements, terms, conditions, and requirements of the Loan Agreement, including, without limitation, the Borrower's covenants and agreements to make all payments of property taxes, insurance premiums, assessments, escrow items, impounds and all other payments that Borrower is obligated to pay under the terms of the Loan Agreement. In the event Borrower is not obligated under the terms of the Loan Agreement to make payments of property taxes, insurance premiums and/or escrow items, if applicable and in consideration for this Modification, Lender may require the Borrower to make additional monthly payments that include property taxes, insurance premiums and/or escrow items.

6. **INTEREST ACCRUAL.** If applicable, all terms and provisions of any reference to interest accrual methods commonly referred to as "daily simple interest" or "28 day interest" whether specified in the Loan

AFTER RECORDING PLEASE RETURN TO:  
Trust Title Company  
8230 Boone Boulevard, Suite 125  
Vienna, VA 22182  
File Number: 29661  
Tax Map Number: 2-07-2-10-08-0-00165-00

Agreement or elsewhere, are canceled. Borrower agrees that the interest accrual method is changed to the actuarial method of interest accrual.

7. ALL OTHER TERMS REMAIN UNCHANGED. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Agreement. Except as expressly provided in this Modification, the Loan Agreement will remain unchanged and Borrower and Lender will be bound by, and comply with, all of the terms and provisions of the Loan Agreement, as amended by this Modification.

8. MANUFACTURED HOMES. For manufactured housing properties, Borrower agrees that the manufactured home has been fixed to the Property and will remain affixed throughout the term of the Loan Agreement and this Modification. If your Loan Agreement does not include real property, the above statement does not apply.

9. LOAN CHARGES. Borrower understands that Lender may have charged fees to the Borrower for services performed in connection with Borrower's default, if applicable, protecting Lender's interest in the Property and/or rights under the Loan Agreement, including, but not limited to, attorneys' fees, property inspections and valuation fees. Borrower understands and agrees that all or a portion of these fees may not be included in this Modification and remain due and owing by the Borrower.

This Modification is in effect upon execution by Borrower. If, however, corrections and/or amendments are needed for this Modification to correctly reflect the intent of all parties, Borrower agrees to sign documents evidencing the corrections and/or amendments and agrees to return the necessary document(s) to Lender or EMC in a timely manner.

BORROWER (S):

Date: 9-18-08

Terry Pierce  
TERRY PIERCE

Cheri Pierce  
CHERI PIERCE

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

(SEE ATTACHED)

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared TERRY PIERCE and CHERI PIERCE personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

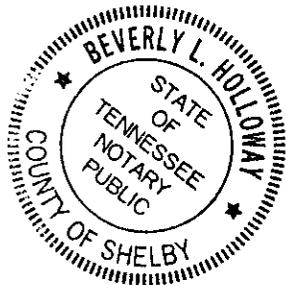
ALL-PURPOSE ACKNOWLEDGMENT

State of TENNESSEE  
County of SHELBY } ss.

On 9/18/08, before me, Beverly L. Holloway  
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)  
personally appeared Terry Pierce, Cheryl Pierce  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal,  
Beverly L. Holloway  
Signature of Notary Public  
Expires 10/12/2011

Optional

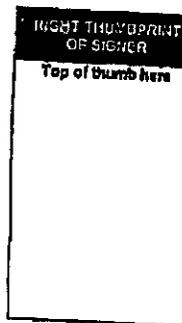
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document  
Title of Type of Document: Loan Modification Agreement  
Document Date: 9-18-08 Number of Pages: 3

Signer(s) Other Than Named Above: N/A

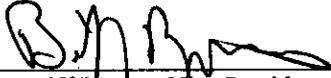
Capacity(ies) Claimed by Signer

- Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

**Mortgage Electronic Registration Systems, Inc., as nominee for  
LaSalle Bank National Association, as Trustee for certificateholders  
of Bear Stearns Asset Backed Securities I LLC Asset Backed Certificates,  
Series 2004-HE9.**



By: Biff Rogers, Vice President, EMC Mortgage Corporation,  
on behalf of Mortgage Electronic Registration Systems, Inc.

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on September 22, 2008 by Biff Rogers, Vice President of EMC Mortgage Corporation a Delaware corporation on behalf of Mortgage Electronic Registration Systems, Inc.



(seal)

Notary Public's Signature

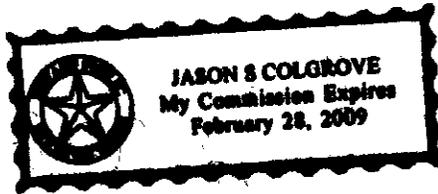


EXHIBIT A

The following described property, together with the improvements, hereditaments and appurtenances thereunto belonging, located in the County of DeSoto, State of Mississippi, and more particularly described as follows, to wit:

Lot 165, Section H, PINEHURST SUBDIVISION, located in Section 10, Township 2 South, Range 7 West, as shown by plat of record in Plat Book 58, Pages 9-10, Chancery Clerk's Office for DeSoto County, Mississippi, to which plat reference is hereby made for a more complete legal description.

AND BEING the same property conveyed to Terry Pierce and Cheri Pierce, husband and wife, as tenants by the entirety, with full rights of survivorship and not as tenants in common, by Deed from James W. Tucker and Cameron R. Tucker, husband and wife, dated June 25, 2004, and recorded July 02, 2004, in Deed Book 476, Page 80, among the land records of DeSoto County, State of Mississippi.

Tax ID No. 2-07-2-10-08-0-00165-00